

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 80-326

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Rural Research Access

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Rural Research Access hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Rural Research Access

NOV 12 1980

MAILING ADDRESS : 870 Linden Lane

PETER McNAMARA, Clerk

CITY & STATE : Davis, CA 95616

PHONE : 753-3148

PROGRAM DIRECTOR : Martin Barnes

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$17,790.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Henry W. Esbeushade

By Signature

Arthur H. Edmonds

Name and Title

Date

Henry W. Esbeushade *10/1/80*
Administrator

Name and Title

Date

FOR
Twyla J. Thompson, Chairman
Board of Supervisors

OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Rural Research Access
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Rural Research Access Project is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Operating Budget
22 (i) Prime Sponsor Significant Segment Goals for Public Service Employment
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 17,790.00,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.

8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.

14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.

19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.

23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property -

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 46-326.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X *Arthur H. Edwards*

ARTHUR H. EDWARDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Rural Research Access Project

Administrator

(Legal Name of SUBGRANTEE)

Administrator

Rural Research Access Project

(Signature of Authorized Officer)

Administrator

(Title of Authorized Officer)

(Date)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Rural RHP

Name of Subgrantee

Henry W. Ebershade

Authorized Signature

10-27-80

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Rural Research Access Project
(Legal Name of SUBGRANTEE)

10/29 1980
(Date)

Henry W. Eschesholtz
(Signature of Authorized Officer)

Administrator
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluyen:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

1. COMPLIANCE STATEMENT

I, Henry W. Eshenshade, AM RESPONSIBLE FOR
Rural Research Access Project AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Henry W. Eshenshade
SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

Contact Person: Martin Barnes

Rural Research Access

Phone 753-3148

870 Linden Lane

Period: From 10-1-80 To 9-30-81

Davis, CA 95616

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						1,425			1,425
NOV.						1,425			1,425
DEC.						1,425			1,425
JAN.						1,425			1,425
FEB.						1,425			1,425
MAR.						1,425			1,425
APR.						1,425			1,425
MAY						1,540			1,540
JUNE						1,540			1,540
JULY						1,540			1,540
AUG.						1,540			1,540
SEPT.						1,540			1,540
TOTAL						17,790			17,790

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			1,327	98				1,425
NOV.			1,327	98				1,425
DEC.			1,327	98				1,425
JAN.			1,327	98				1,425
FEB.			1,327	98				1,425
MAR.			1,327	98				1,425
APR.			1,327	98				1,425
MAY			1,434	106				1,540
JUNE			1,434	106				1,540
JULY			1,434	106				1,540
AUG.			1,434	106				1,540
SEPT.			1,434	106				1,540
TOTAL			16,566	1,224				17,790

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Henry W. Esbenshade

Administrator

Name and Title of Authorized Official

Henry W. Esbenshade

Signature

For CETA Approval Only:

Sharon A. Wilson

Fiscal Officer

9-24-80
Date

Lawrence L. Wilson

CETA Director

9-24-80
Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Rural Research Access

2. Title VI Project Name:

3. Position Title: Clerk Typist

4. Date Submitted: 9-16-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$	\$ 680.00
a. Base Salary	\$	\$ 680.00
b. Additional Holiday Pay	\$	\$ -
c. Additional Shifly Differential Pay	\$	\$ -
8. Overtime Pay	\$	\$ -
9. Fringe Benefits	\$	\$
a. Social Security..... .0613%	\$	\$ 41.69
b. Medical Insurance	\$	\$ -
c. Dental Plan	\$	\$ -
d. Uniform Allowance	\$	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X .0123 X _____ = _____	\$	\$ 8.37
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$ -
g. Other (specify)	\$	\$ -
	\$	\$ -
	\$	\$ -
10. Total Fringe Benefits Cost	\$	\$ 50.06
11. Total Position Cost	\$	\$ 730.06
12. Anticipated Salary Increases		
a. Cost of Living		
_____ 8 % Effective Date 4-1-81	\$	\$ 54.40
_____ % Effective Date _____	\$	\$
b. Step Increases		
_____ % Effective Date _____	\$	\$
_____ % Effective Date _____	\$	\$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$	\$ 8,490
b. Fringe Benefits	\$	\$ 624
c. Total	\$	\$ 9,114

14. Number of Positions Being Requested 1

15. Prepared By: Christina Crist

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Rural Research Access Project		
2. Title VI Project Name:		
3. Position Title: Nursery Management Trainee		
4. Date Submitted: 09-16-80	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	\$ _____	\$ 647.00
a. Base Salary	\$ _____	\$ 647.00
b. Additional Holiday Pay	\$ _____	\$ _____
c. Additional Shifly Differential Pay	\$ _____	\$ _____
8. Overtime Pay	\$ _____	\$ _____
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security..... .0613 %	\$ _____	\$ 39.67
b. Medical Insurance	\$ _____	\$ _____
c. Dental Plan	\$ _____	\$ _____
d. Uniform Allowance	\$ _____	\$ _____
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X .0123 _____ X \$6.47 =	\$ _____	\$ 7.95
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ _____
g. Other (specify)	\$ _____	\$ _____
	\$ _____	\$ _____
10. Total Fringe Benefits Cost	\$ _____	\$ 47.62
11. Total Position Cost	\$ _____	\$ 694.62
12. Anticipated Salary Increases		
a. Cost of Living		
_____ % Effective Date 04-01-81	\$ _____	\$ 51.76
_____ % Effective Date _____	\$ _____	\$ _____
b. Step Increases		
_____ % Effective Date _____	\$ _____	\$ _____
_____ % Effective Date _____	\$ _____	\$ _____
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ _____	\$ 8,076.00
b. Fringe Benefits	\$ _____	\$ 600.00
c. Total	\$ _____	\$ 8,676.00
14. Number of Positions Being Requested	1	
15. Prepared By: Christina Crist		

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Henry W. Eschewinkel
Authorized Signature

10/27/80
Date

RECEIVED OCT 21 1980

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 80-327

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Sacramento Children's Home

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Sacramento Children's Home

hereinafter referred to as SUBGRANTEE.
The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Sacramento Children's Home

OCT 27 1980

MAILING ADDRESS : 2750 Sutterville Road

PETER MCNAMEE, Clerk
By Public Administrator
DEPUTY

CITY & STATE : Sacramento, CA 95820 PHONE : 452-3981

PROGRAM DIRECTOR : Bill Murdock

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$9,930.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Quinn Johnson

x Arthur H. Edmonds

Name and Title

Date

ARTHUR H. EDMONDS FOR
Name and Title

Date

Associate Director

10/21/80

Twyla J. Thompson, Chairman
Board of Supervisors

OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Sacramento Children's Home
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Sacramento Children's Home is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Operating Budget
22 (i) Prime Sponsor Significant Segment Goals for Public Service Employment
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 9,930.00,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80 - 327.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Arthur H. Edmonds

ARTHUR H. EDMONDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

SACRAMENTO CHILDRENS HOME

(Legal Name of SUBGRANTEE)

Quinn Johnson

(Signature of Authorized Officer)

10/21

1980

Associate Director

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

SACRAMENTO CHILDRENS HOME

Name of Subgrantee

Edwin Johnson

Authorized Signature

10/21/80

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
 - l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
- a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

SACRAMENTO CHILDRENS HOME
(Legal Name of SUBGRANTEE)

10-21
(Date)

1980

Edwin Johnson
(Signature of Authorized Officer)

Associate Director
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

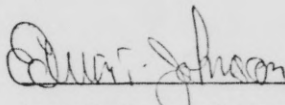
Fecha: _____

1. COMPLIANCE STATEMENT

1. Edwin T. Johnson, AM RESPONSIBLE FOR

SACRAMENTO CHILDREN HOME AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.



SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-19-80

Subgrantee Name and Address:

Contact Person: Bill Murdock

Sacramento Children's Home

Phone 452-3981

2750 Sutterville Road

Period: From 10-1-80 To 9-30-81

Sacramento, CA 95820

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						818			818
NOV.						818			818
DEC.						818			818
JAN.						818			818
FEB.						818			818
MAR.						818			818
APR.						818			818
MAY						818			818
JUNE						818			818
JULY						856			856
AUG.						856			856
SEPT.						856			856
TOTAL						9,930			9,930

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			699	119				818
NOV.			699	119				818
DEC.			699	119				818
JAN.			699	119				818
FEB.			699	119				818
MAR.			699	119				818
APR.			699	119				818
MAY			699	119				818
JUNE			699	119				818
JULY			734	122				856
AUG.			734	122				856
SEPT.			734	122				856
TOTAL			8,493	1,437				9,930

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Robert T. Johnson, Associate Director
Name and Title of Authorized Official
Robert T. Johnson
Signature

Shirley L. Johnson
FISCAL OFFICER
Shirley L. Johnson Jr.
CETA Director
2-24-80
9-24-80

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Sacramento Children's Home

2. Title VI Project Name:

3. Position Title: Child Care Worker Trainee

4. Date Submitted: 9-19-80

5. Actual Costs

6. Federal Costs

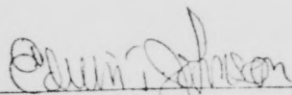
7. Total Salary Per Month	\$	\$ 699.00
a. Base Salary	\$	\$ 699.00
b. Additional Holiday Pay	\$	\$
c. Additional Shift Differential Pay	\$	\$
8. Overtime Pay	\$	\$
9. Fringe Benefits	\$	\$
a. Social Security..... 6.13 %	\$	\$ 42.85
b. Medical Insurance	\$	\$ 56.00
c. Dental Plan	\$	\$
d. Uniform Allowance	\$	\$
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
___ X 2.29% X 6.99 =	\$	\$ 16.01
f. Mileage		\$
___ miles @ ___ per mile	\$	\$
g. Other (specify)		
Life Insurance	\$	\$ 4.00
10. Total Fringe Benefits Cost	\$	\$ 118.86
11. Total Position Cost	\$	\$ 817.86
12. Anticipated Salary Increases		
a. Cost of Living		
___ % Effective Date 7-1-81	\$	\$ 34.95
___ % Effective Date	\$	\$
b. Step Increases		
___ % Effective Date	\$	\$
___ % Effective Date	\$	\$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$	\$ 8,493
b. Fringe Benefits	\$	\$ 1,437
c. Total	\$	\$ 9,930
14. Number of Positions Being Requested	1	
15. Prepared By:	Christina Crist	

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.



Authorized Signature

10-21-80

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. **80-328**

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee State CETA Office
--	---------------------------------

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and State CETA Office for Dept. of Health Services hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM :	State CETA Office for Dept. of Health Services		
MAILING ADDRESS :	800 Capitol Mall, MIC77		
CITY & STATE :	Sacramento, CA	95814	PHONE : 445-1154
PROGRAM DIRECTOR :	Kathy Sage		

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$30,105.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature	By Signature <i>Arthur H. Edmonds</i> (SEAL)
Name and Title	ARTHUR H. EDMONDS
Date	Name and Title <u>FOR</u> Date Twyla J. Thompson, Chairman Board of Supervisors <u>9-30-80</u>

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the State CETA Office
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The State CETA Office for Department of Health Services is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Operating Budget
22 (i) Prime Sponsor Significant Segment Goals for Public Service Employment
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$ 30,105.00, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

(b)(1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICER's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CFR Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CFR Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final within the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

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1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.

13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.

22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.

28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:~

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

1 submitted to it within ninety (90) days after PRIME SPONSOR has
2 received any such materials, SUBGRANTEE may proceed to publish the
3 materials in the form in which they have been submitted to PRIME
4 SPONSOR but shall include the credit statement and the disclaimer
5 statement set forth above, but without any further comments.

6 20. Patents

7 If any discovery or invention arises or is developed in the course of or
8 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
9 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
10 that determination of rights to inventions or discoveries made under this
11 agreement shall be made by the United States Federal Department of Labor,
12 or its duly authorized representatives, who shall have the sole and
13 exclusive powers to determine whether or not and where a patent applica-
14 tion should be filed and to determine the disposition of all rights in
15 such inventions or discoveries, including title to and license rights
16 under any patent application or patent which may issue thereon. The
17 determination of DOL, or its duly authorized representative, shall be
18 accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME
19 SPONSOR and/or the United States Federal Department of Labor shall
20 acquire at least an irrevocable, non-exclusive, and royalty-free license
21 to practice and have practiced throughout the world for governmental
22 purposes any invention made in the course of or under this Agreement.

23 21. Personnel

24 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
25 all personnel required in performing the services under the
26 SUBGRANT. Such personnel shall not be employees of or have any
27 contractual relationship with PRIME SPONSOR.

28 (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clean Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

- (a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of \$50,000 per employee per loss with a deductible of \$2,500.
- (b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

- (a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.
- (b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-328.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(SEAL)

Arthur H. Edmonds
ARTHUR H. EDMONDS
(Signature of Authorized Officer)

FOR
Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date)

19

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date) 19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL ☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:
State CETA Office for Dept. of Health Services

Contact Person: Irene R. Maslow

Phone 445-1154

744 "P" Street
Sacramento, CA 95814

Period: From 10-1-80 To 9-30-81

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,397			2,397
NOV.						2,397			2,397
DEC.						2,397			2,397
JAN.						2,397			2,397
FEB.						2,397			2,397
MAR.						2,397			2,397
APR.						2,511			2,511
MAY						2,511			2,511
JUNE						2,511			2,511
JULY						2,730			2,730
AUG.						2,730			2,730
SEPT.						2,730			2,730
TOTAL						30,105			30,105

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPP.	
OCT.			2,274	123				2,397
NOV.			2,274	123				2,397
DEC.			2,274	123				2,397
JAN.			2,274	123				2,397
FEB.			2,274	123				2,397
MAR.			2,274	123				2,397
APR.			2,388	123				2,511
MAY			2,388	123				2,511
JUNE			2,388	123				2,511
JULY			2,604	126				2,730
AUG.			2,604	126				2,730
SEPT.			2,604	126				2,730
TOTAL			28,620	1,485				30,105

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Hanna Thross
Fiscal Officer
Donald L. Hamilton Jr.
CETA Director

9-24-80

Date

9-24-80

Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office for Department of Health Services

2. Title VI Project Name:

3. Position Title: Assistant Clerk

4. Date Submitted: 9-16-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month \$ 758.00

a. Base Salary \$ 758.00

b. Additional Holiday Pay \$ -

c. Additional Shift Differential Pay \$ -

8. Overtime Pay \$ -

9. Fringe Benefits \$

a. Social Security.....% \$ -

b. Medical Insurance \$ 39.57

c. Dental Plan \$ -

d. Uniform Allowance \$ -

e. Workers' Compensation

Rate X Experience Rating X (Salary + 100)

_____ X .0022 X \$7.58 =\$ 1.67

f. Mileage \$ -

_____ miles @ _____ per mile.....\$

g. Other (specify) \$ -

_____ \$ -

_____ \$ -

10. Total Fringe Benefits Cost \$ 41.24

11. Total Position Cost \$ 799.24

12. Anticipated Salary Increases

a. Cost of Living

_____ 9 % Effective Date 7-1-81 \$ 71.64

_____ % Effective Date _____ \$

b. Step Increases

_____ 5 % Effective Date 4-1-81 \$ 37.90

_____ % Effective Date _____ \$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages \$ 28,620.00

b. Fringe Benefits \$ 1,485.00

c. Total \$ 30,105.00

14. Number of Positions Being Requested 3

15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

Date

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. **80-329**

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee State CETA Office
--	-------------------------------------

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and State CETA Office for Department of Mental Health hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM :	State CETA Office for Department of Mental Health		
MAILING ADDRESS :	800 Capitol Mall, MIC 77		
CITY & STATE :	Sacramento, CA 95814	PHONE :	445-1682
PROGRAM DIRECTOR :	Kathy Sage		

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$30,105.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature	By Signature <i>Arthur H. Edmonds</i> SEAL ARTHUR H. EDMONDS
Name and Title Date	Name and Title <u>FOR</u> Date Twyla J. Thompson, Chairman Board of Supervisors SEP 30 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the State CETA Office
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

5 2. The State CETA Office for Department of Mental Health is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

13 (a) This SUBGRANT.

14 (b) Signature Sheet.

15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679

17 (d) Code of Federal Regulations - 41 CFR Part 29-70

18 (e) Code of Federal Regulations - 5 CFR Part 900

19 (f) CFR Assurances and Certifications

20 (g) Exhibit A - CETA Affirmative Action Plan

21 (h) Operating Budget

22 (i) Prime Sponsor Significant Segment Goals for Public Service Employment

23 (j)

24 (k)

25 (l)

26 (m)

27 (n)

28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 30,105.00,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

(b)(1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICES's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CFR Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CFR Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final within the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

1 11. Legal Relationship

2 (a) It is herein understood and agreed that SUBGRANTEE is an independent
3 contractor and that no relationship of employer-employee exists
4 between the parties hereto. That SUBGRANTEE shall not be entitled
5 to any benefits available to employees of PRIME SPONSOR. That PRIME
6 SPONSOR is not required to make any deductions from the compensation
7 payable to SUBGRANTEE under the provision of this Agreement; that
8 as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR
9 harmless from any and all claims that may be made against PRIME
10 SPONSOR based upon any contention by any third party that an
11 employer-employee relationship exists by reason of this Agreement.

12 (b) It is further understood and agreed by the parties hereto that
13 SUBGRANTEE in the performance of its obligations hereunder is subject
14 to the control or direction of PRIME SPONSOR merely as to the result
15 to be accomplished by the services herein agreed to be rendered and
16 performed and not as to the means and methods for accomplishing the
17 result.

18 (c) If, in the performance of this Agreement, any third persons are
19 employed as employees of SUBGRANTEE, such person shall be employed
20 by and shall be entirely and exclusively under direction,

21 ////

22 ////

23 ////

24 ////

25 ////

26 ////

27 ////

28 ////

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:-

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

- (a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of \$50,000 per employee per loss with a deductible of \$2,500.
- (b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

- (a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.
- (b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-329.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(SEAL)

Arthur H. Edmonds
ARTHUR H. EDMONDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date)

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

Contact Person: Donald Parks

State CETA Office for Dept. of Mental Health

Phone 445-1682

2260 Pk. Towne Circle

Period: From 10-1-80 To 9-30-81

Sacramento, CA 95814

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,397			2,397
NOV.						2,397			2,397
DEC.						2,397			2,397
JAN.						2,397			2,397
FEB.						2,397			2,397
MAR.						2,397			2,397
APR.						2,511			2,511
MAY						2,511			2,511
JUNE						2,511			2,511
JULY						2,730			2,730
AUG.						2,730			2,730
SEPT.						2,730			2,730
TOTAL						30,105			30,105

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			2,274	123				2,397
NOV.			2,274	123				2,397
DEC.			2,274	123				2,397
JAN.			2,274	123				2,397
FEB.			2,274	123				2,397
MAR.			2,274	123				2,397
APR.			2,388	123				2,511
MAY			2,388	123				2,511
JUNE			2,604	126				2,730
JULY			2,604	126				2,730
AUG.			2,604	126				2,730
SEPT.			2,604	126				2,730
TOTAL			28,620	1,485				30,105

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Sharon Thomas
Fiscal Officer

9-24-80
Date

Signature

Lawrence L. Hamilton Jr.
CETA Director

9-24-80
Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office for Department of Mental Health

2. Title VI Project Name:

3. Position Title: Assistant Clerk

4. Date Submitted: 9-16-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month

\$ _____

\$ 758.00

a. Base Salary

\$ _____

\$ 758.00

b. Additional Holiday Pay

\$ _____

\$ -

c. Additional Shift Differential Pay

\$ _____

\$ -

8. Overtime Pay

\$ _____

\$ -

9. Fringe Benefits

\$ _____

\$ _____

a. Social Security.....%

\$ _____

\$ -

b. Medical Insurance

\$ _____

\$ 39.57

c. Dental Plan

\$ _____

\$ -

d. Uniform Allowance

\$ _____

\$ -

e. Workers' Compensation

Rate X Experience Rating X (Salary + 100)

_____ X .0022 X \$7.58 =\$ _____

\$ 1.67

f. Mileage

_____ miles @ _____ per mile.....\$ _____

\$ -

g. Other (specify)

\$ _____

\$ -

\$ _____

\$ -

10. Total Fringe Benefits Cost

\$ _____

\$ 41.24

11. Total Position Cost

\$ _____

\$ 799.24

12. Anticipated Salary Increases

a. Cost of Living

9 % Effective Date 7-1-81 \$ _____

\$ 71.64

_____ % Effective Date _____ \$ _____

\$ _____

b. Step Increases

5 % Effective Date 4-1-81 \$ _____

\$ 37.90

_____ % Effective Date _____ \$ _____

\$ _____

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages

\$ _____

\$ 28,620

b. Fringe Benefits

\$ _____

\$ 1,485

c. Total

\$ _____

\$ 30,105

14. Number of Positions Being Requested 3

15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

Date

County of Yolo

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 80-330

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee State CETA Office
--	---------------------------------

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and State CETA Office-Department of Social Services hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM :	State CETA Office - Dept. of Social Services
MAILING ADDRESS :	800 Capital Mall, MIC77
CITY & STATE :	Sacramento, CA 95814 PHONE : 322-1759
PROGRAM DIRECTOR :	Kathy Sage

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$131,292.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature	By Signature (SEAL) <i>Arthur H. Edmonds</i>
Name and Title Date	ARTHUR H. EDMONDS FOR Twyla J. Thompson, Chairman Board of Supervisors Date SEP 30 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the State CETA Office
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 676 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
- (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
- (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The State CETA Office Department of Social Services is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Operating Budget
- (i) Prime Sponsor Significant Segment Goals for Public Service Employment
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 131,292.00,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

(b)(1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICES's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CFR Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CFR Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final within the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

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1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action. .
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same,
27 in whole or in part, in any manner for any purpose whatsoever, and to
28

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:--

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

- (a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of \$50,000 per employee per loss with a deductible of \$2,500.
- (b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

- (a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.
- (b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

1 33. Entire Agreement Modifications

2 This Agreement constitutes the entire agreement between the parties
3 hereto for services furnished pursuant to this Agreement. This Agreement
4 may be modified, altered, or revised only upon the written consent of
5 both parties hereto.

6 34. Notices

7 All notices to be given SUBGRANTEE may be given by deposit in the United
8 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
9 forth on the Signature Sheet. Wherefore, the parties have executed this
10 SUBGRANT No. 80-330.

11 35. Federal Regulations

12 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
13 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
14 attached hereto and incorporated into this SUBGRANT.

15 COUNTY OF YOLO, PRIME SPONSOR

16
17 (SEAL) x Arthur H. Edmonds

18 ARTHUR H. EDMONDS
 (Signature of Authorized Officer)

19 FOR

20 Twyla J. Thompson, Chairman County
 Yolo Board of Supervisors

21 (Title of Authorized Officer)

22
23 _____
24 (Legal Name of SUBGRANTEE)

25
26 _____
27 (Signature of Authorized Officer)

28 _____
 19
(Date)

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
- 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date) 19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, metas y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND

Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

Contact Person: Manuel Guerra

State CETA Office - Dept. of Social Services

Phone 322-1759

744 P Street

Period: From 10-1-80 To 9-30-81

Sacramento, CA 95814

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						10,488			10,488
NOV.						10,488			10,488
DEC.						10,488			10,488
JAN.						10,488			10,488
FEB.						10,488			10,488
MAR.						10,488			10,488
APR.						10,488			10,488
MAY						10,956			10,956
JUNE						10,956			10,956
JULY						10,956			10,956
AUG.						11,832			11,832
SEPT.						11,832			11,832
TOTAL						131,292			131,292

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			9,096	1,392				10,488
NOV.			9,096	1,392				10,488
DEC.			9,096	1,392				10,488
JAN.			9,096	1,392				10,488
FEB.			9,096	1,392				10,488
MAR.			9,096	1,392				10,488
APR.			9,096	1,392				10,488
MAY			9,552	1,404				10,956
JUNE			9,552	1,404				10,956
JULY			9,552	1,404				10,956
AUG.			10,416	1,416				11,832
SEPT.			10,416	1,416				11,832
TOTAL			114,480	16,812				131,292

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Shanna Unesa
Fiscal Officer

9-24-80
Date

Signature

Shanna Unesa
CETA Director

9-24-80
Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: **State CETA Office - Department of Social Services**

2. Title VI Project Name:

3. Position Title: **Assistant Clerk**

4. Date Submitted: **9-16-80**

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ 758.00
a. Base Salary	\$ _____	\$ 758.00
b. Additional Holiday Pay	\$ _____	\$ -
c. Additional Shifly Differential Pay	\$ _____	\$ -
8. Overtime Pay	\$ _____	\$ -
9. Fringe Benefits	\$ _____	\$ -
a. Social Security..... 6.13 %	\$ _____	\$ 114.46
b. Medical Insurance	\$ _____	\$ -
c. Dental Plan	\$ _____	\$ -
d. Uniform Allowance	\$ _____	\$ _____
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X _____ X _____ =	\$ _____	\$ 1.67
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ -
g. Other (specify)		
_____	\$ _____	\$ -
_____	\$ _____	\$ -
10. Total Fringe Benefits Cost	\$ _____	\$ 116.13
11. Total Position Cost	\$ _____	\$ 874.13

12. Anticipated Salary Increases

a. Cost of Living

_____ 9 % Effective Date 07-01-81 \$ _____ \$ **71.64**
 _____ % Effective Date _____ \$ _____ \$ _____

b. Step Increases

_____ 5 % Effective Date 04-01-81 \$ _____ \$ **37.90**
 _____ % Effective Date _____ \$ _____ \$ _____

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages \$ _____ \$ **114,480**
 b. Fringe Benefits \$ _____ \$ **16,812**
 c. Total \$ _____ \$ **131,292**

14. Number of Positions Being Requested 12

15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	20%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

Date

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIDAgreement/
Subgrant No. 80-331

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee State CETA Office
--	-------------------------------------

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and State Ceta Office/Employment Development Dept. hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM :	State CETA Office/Employment Development Dept.		
MAILING ADDRESS :	800 Capitol Mall MIC77/ 114 W. Main Street		
CITY & STATE :	Sacramento, CA 95814/Woodland, CA 95695	PHONE :	322-8982/622-8681
PROGRAM DIRECTOR :	Kathy Sage/Roger Baldwin		

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

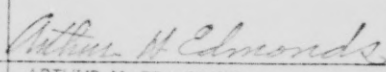
The term of the SUBGRANT shall begin on 10-1-80.

The term of the SUBGRANT shall end on 9-30-81.

The total amount of the SUBGRANT is \$32,805.00.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature	By Signature
	 (SEAL)
Name and Title	Name and Title
Date	Date
	ARTHUR H. EDMONDS Twyla J. Thompson, Chairman Board of Supervisors
	SEP 30 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the State CETA Office
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The State CETA Office/Employment Development Department is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Operating Budget
22 (i) Prime Sponsor Significant Segment Goals for Public Service Employment
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 32,805.00,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calendar month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all otherpertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
24 (c) If SUBGRANTEE maintains a pattern of discrimination.
25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

(b)(1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICES's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CFR Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CFR Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final within the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

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1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action. .
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:-

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

1 any Agreement pursuant hereto shall obligate the Federal Government to
2 enter into any Agreement with SUBGRANTEE or any other entity for Federal
3 financial assistance in connection with this Agreement; or for the
4 planning or undertaking of any work element not included in this
5 Agreement. Any such agreement will be entered into at the sole discre-
6 tion of the Federal Government.

7 31. Fidelity Bond

- 8 (a) All employees of SUBGRANTEE are covered by Harford Accident and
9 Indemnity Company Bond No. 5002495 in the amount of \$50,000 per
10 employee per loss with a deductible of \$2,500.
- 11 (b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately
12 notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall
13 not make any further disbursements to SUBGRANTEE until the coverage
14 initially approved by PRIME SPONSOR has been reinstated, or
15 equivalent coverage has been obtained.

16 32. Insurance

- 17 (a) SUBGRANTEE maintains a self-insured plan for general liability
18 pursuant to Title I, Division 3.6 (commencing with Section 810)
19 of the California Government Code for workers' compensation
20 insurance pursuant to agreement with the California Workers'
21 Compensation Insurance Fund and for automobile liability under
22 a master policy for the State of California pursuant to Division
23 9, Chapter 1 (commencing with Section 17000) of the California
24 Vehicle Code.
- 25 (b) If the coverages in (a) above cease to be applicable during the
26 term of this agreement, SUBGRANTEE shall immediately notify PRIME
27 SPONSOR and will secure equivalent coverage unless this require-
28 ment is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-331.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

(SEAL)

Arthur H. Edmonds
ARTHUR H. EDMONDS

(Signature of Authorized Officer)

FOA

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date)

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
- 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE) (Date) _____ 19____

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: 110

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

Contact Person: Lynde Jackson/Roger Baldwin

State CETA Office/Employment Development Dept.

Phone 322-8982/622-8681

711 "N" Street/114 W. Main Street

Period: From 10-1-80 To 9-30-81

Sacramento, CA/Woodland, CA

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,622			2,622
NOV.						2,622			2,622
DEC.						2,622			2,622
JAN.						2,622			2,622
FEB.						2,622			2,622
MAR.						2,622			2,622
APR.						2,736			2,736
MAY						2,736			2,736
JUNE						2,736			2,736
JULY						2,955			2,955
AUG.						2,955			2,955
SEPT.						2,955			2,955
TOTAL						32,805			32,805

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSTLE SUPV.	
OCT.				2,274	348			2,622
NOV.				2,274	348			2,622
DEC.				2,274	348			2,622
JAN.				2,274	348			2,622
FEB.				2,274	348			2,622
MAR.				2,274	348			2,622
APR.				2,388	348			2,736
MAY				2,388	348			2,736
JUNE				2,388	348			2,736
JULY				2,604	351			2,955
AUG.				2,604	351			2,955
SEPT.				2,604	351			2,955
TOTAL				28,620	4,185			32,805

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official _____

Signature _____

Shanna Thence
FISCAL OFFICER
Lawrence L. Martin Jr.
CETA DIRECTOR

9-24-80
Date

9-24-80
Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office for Employment- Development Department

2. Title VI Project Name:

3. Position Title: Assistant Clerk

4. Date Submitted: 9-16-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$	\$ 758.00
a. Base Salary	\$	\$ 758.00
b. Additional Holiday Pay	\$	\$ -
c. Additional Shift Differential Pay	\$	\$ -
8. Overtime Pay	\$	\$ -
9. Fringe Benefits	\$	\$
a. Social Security.....%	\$	\$ -
b. Medical Insurance	\$	\$ 114.46
c. Dental Plan	\$	\$ -
d. Uniform Allowance	\$	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X .0022 X \$7.58 = _____	\$	\$ 1.67
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$ -
g. Other (specify)	\$	\$ -
	\$	\$ -
10. Total Fringe Benefits Cost	\$	\$ 116.13
11. Total Position Cost	\$	\$ 874.13

12. Anticipated Salary Increases

a. Cost of Living

9 % Effective Date 7-1-81	\$	\$ 71.64
% Effective Date	\$	\$

b. Step Increases

5 % Effective Date 4-1-81	\$	\$ 37.90
% Effective Date	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$	\$ 28,620.00
b. Fringe Benefits	\$	\$ 4,185.00
c. Total	\$	\$ 32,805.00

14. Number of Positions Being Requested 3

15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. **80-332**

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee State CETA Office
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This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and State CETA Office - Public Employment Section hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM :	State CETA Office - Public Employment Section		
MAILING ADDRESS :	800 Capitol Mall, MIC77		
CITY & STATE :	Sacramento, CA, 95814	PHONE :	323-2671
PROGRAM DIRECTOR :	Kathy Sage		

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$9,570.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature		By Signature	
		<i>Arthur H. Edmonds</i>	
Name and Title	Date	Name and Title	Date
		Twyla J. Thompson, Chairman Board Of Supervisors	SEP 30 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the State CETA Office
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The State CETA Office, Public Employment Section is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Operating Budget
22 (i) Prime Sponsor Significant Segment Goals for Public Service Employment
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 9,570.00,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

- 1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

(b)(1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICER's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CFR Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CFR Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final within the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

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1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence ~~is~~ subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:-

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

- (a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of \$50,000 per employee per loss with a deductible of \$2,500.
- (b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

- (a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.
- (b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

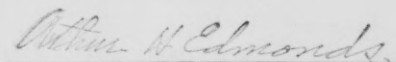
34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-332.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR



(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date)

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
- a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date) 19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

Contact Person: Homero Lomas

State CETA Office - Public Employment Section

Phone 323-2671

714 "P" Street, Room 1050

Period: From 10-1-80 To 9-30-81

Sacramento, CA 95814

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OUT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						760			760
NOV.						760			760
DEC.						760			760
JAN.						760			760
FEB.						760			760
MAR.						760			760
APR.						799			799
MAY						799			799
JUNE						799			799
JULY						871			871
AUG.						871			871
SEPT.						871			871
TOTAL						9,570			9,570

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			758	2				760
NOV.			758	2				760
DEC.			758	2				760
JAN.			758	2				760
FEB.			758	2				760
MAR.			758	2				760
APR.			796	3				799
MAY			796	3				799
JUNE			796	3				799
JULY			868	3				871
AUG.			868	3				871
SEPT.			868	3				871
TOTAL			9,540	30				9,570

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official _____

Signature _____

Shamara Thomas 2-24-80
FISCAL OFFICER Date
Homero Lomas 9-24-80
CETA Director Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: State CETA Office - Public Employment Section

2. Title VI Project Name:

3. Position Title: Assistant Clerk

4. Date Submitted: 9-16-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$	\$ 758.00
a. Base Salary	\$	\$ 758.00
b. Additional Holiday Pay	\$	\$ -
c. Additional Shifty Differential Pay	\$	\$ -
8. Overtime Pay	\$	\$ -
9. Fringe Benefits	\$	\$
a. Social Security.....%	\$	\$ -
b. Medical Insurance	\$	\$ -
c. Dental Plan	\$	\$ -
d. Uniform Allowance	\$	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X .0022 X \$7.58 = _____	\$	\$ 1.67
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$ -
g. Other (specify)		
_____	\$	\$ -
_____	\$	\$ -
10. Total Fringe Benefits Cost	\$	\$ 1.67
11. Total Position Cost	\$	\$ 759.67
12. Anticipated Salary Increases		
a. Cost of Living		
9 % Effective Date 7-1-81	\$	\$ 71.64
% Effective Date _____	\$	\$
b. Step Increases		
5 % Effective Date 4-1-81	\$	\$ 37.90
% Effective Date _____	\$	\$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$	\$ 9,540
b. Fringe Benefits	\$	\$ 30
c. Total	\$	\$ 9,570
14. Number of Positions Being Requested	1	
15. Prepared By:	Christina Crist	

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

Date

RECEIVED OCT 2 2 1980

Subgrant Signature Sheet

Title II D

Agreement/
Subgrant No. 80-333

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee United Christian Center
--	---------------------------------------

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and United Christian Center hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: United Christian Center	OCT 27 1980
MAILING ADDRESS	: P.O. Box 8107	PETER McNAMEE, Clerk By <u>Rick Mayhew</u> DEPUTY
CITY & STATE	: Sacramento, CA 95818	PHONE : 372-0200
PROGRAM DIRECTOR	: Vernon Freeman	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80
The term of the SUBGRANT shall end on 9-30-81
The total amount of the SUBGRANT is \$16,311.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature <u>Vernon J. Freeman</u>	By Signature <u>Arthur H. Edmonds</u>
Name and Title Vernon J. Freeman Executive Director	Name and Title Arthur H. Edmonds Twyla J. Thompson, Chairman Board of Supervisors
Date OCT 20 1980	Date OCT 20 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the United Christian Center
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The United Christina Center is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Operating Budget
- (i) Prime Sponsor Significant Segment Goals for Public Service Employment
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$16,311.00, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

1 subgrant, including the Budget Schedules attached hereto.
2 (3) To the extent permitted by the federal government, the County
3 Administrative Officer or his designee may approve an advance
4 of working capital to SUBGRANTEE. Application for advance
5 system of payment shall be made in writing to PRIME SPONSOR
6 by SUBGRANTEE. The application shall set forth the basis
7 to be used to arrive at the amount of the advance. Repayment
8 shall be offset against amounts payable on monthly claims.
9 The terms of repayment may be modified by written order of
10 the County Administrative Officer or his designee. Upon
11 termination of this subgrant any unpaid advances shall be
12 offset against any remaining payments to SUBGRANTEE. Any
13 advances exceeding remaining payments shall be repaid to
14 PRIME SPONSOR immediately.

15 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
16 in accordance with the requirements of the United States Depart-
17 ment of Labor regulations and the United States General Services
18 Administration Federal Management Circular 74-4, United States
19 Office of Management and Budget Circular A-102, and any additional
20 requirements or procedures established by PRIME SPONSOR.

21 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that
22 PRIME SPONSOR has made applications to the United States Depart-
23 ment of Labor for a grant of funds under the Comprehensive
24 Employment and Training Act of 1973, as amended, for the purpose
25 of funding services under this contract and that PRIME SPONSOR is
26 not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
27 obligated to provide services under the contract until such funds
28 are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-333.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

x Arthur H. Edmonds
ARTHUR H. EDMONDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

UNITED CHRISTIAN CENTERS

(Legal Name of SUBGRANTEE)

Vernon J. Freeman
(Signature of Authorized Officer)

OCT 20 1980

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Vernon J. Freeman
Executive Director

(Date)

(Title of Authorized Officer)

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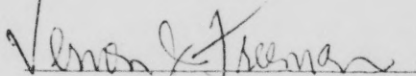
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

UNITED CHRISTIAN CENTERS

Name of Subgrantee



Authorized Signature **Vernon J. Freeman**
Executive Director

OCT 20 1990

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 126).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

UNITED CHRISTIAN CENTERS

OCT 20 1980

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

Vernon J. Freeman
Executive Director

(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluyen:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, Vernon J. Freeman AM RESPONSIBLE FOR
UNITED CHRISTIAN CENTERS AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Vernon J. Freeman

SIGNATURE OF THE PERSON RESPONSIBLE

Vernon J. Freeman
Executive Director

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: JID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

Contact Person: Vernon J. Freeman

United Christian Center
P.O. Box 8107

Phone 372-0200

Period: From 10-1-80 To 9-30-81

Sacramento, CA 95818

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						1,312			1,312
NOV.						1,312			1,312
DEC.						1,312			1,312
JAN.						1,375			1,375
FEB.						1,375			1,375
MAR.						1,375			1,375
APR.						1,375			1,375
MAY						1,375			1,375
JUNE						1,375			1,375
JULY						1,375			1,375
AUG.						1,375			1,375
SEPT.						1,375			1,375
TOTAL						16,311			16,311

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORK SITE SUPP.	
OCT.			1,224	88				1,312
NOV.			1,224	88				1,312
DEC.			1,224	88				1,312
JAN.			1,285	90				1,375
FEB.			1,285	90				1,375
MAR.			1,285	90				1,375
APR.			1,285	90				1,375
MAY			1,285	90				1,375
JUNE			1,285	90				1,375
JULY			1,285	90				1,375
AUG.			1,285	90				1,375
SEPT.			1,285	90				1,375
TOTAL			15,237	1,074				16,311

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Vernon J. Freeman
Executive Director

For CETA Approval Only:

Name and Title of Authorized Official
Vernon J. Freeman
Signature

Sharon Chase 9-24-80
FISCAL OFFICER
Lawrence L. Chittenden Jr. 9-24-80
CETA Director

YOLU COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: United Christian Center

2. Title VI Project Name:

3. Position Title: Teacher Assistant

4. Date Submitted: 9-16-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ 624.00
a. Base Salary	\$ _____	\$ 624.00
b. Additional Holiday Pay	\$ _____	\$ -
c. Additional Shifty Differential Pay	\$ _____	\$ -
8. Overtime Pay	\$ _____	\$ -
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security..... <u>6.13</u> %	\$ _____	\$ 38.24
b. Medical Insurance	\$ _____	\$ -
c. Dental Plan	\$ _____	\$ -
d. Uniform Allowance	\$ _____	\$ _____
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X _____ .1 X <u>6.24</u> =	\$ _____	\$ 6.24
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ -
g. Other (specify)		
_____	\$ _____	\$ -
_____	\$ _____	\$ -
10. Total Fringe Benefits Cost	\$ _____	\$ 44.48
11. Total Position Cost	\$ _____	\$ 668.48

12. Anticipated Salary Increases

a. Cost of Living

<u>5</u> % Effective Date <u>1-1-81</u>	\$ _____	\$ 31.20
_____ % Effective Date _____	\$ _____	\$ _____

b. Step Increases

_____ % Effective Date _____	\$ _____	\$ _____
_____ % Effective Date _____	\$ _____	\$ _____

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$ _____	\$ 7,767
b. Fringe Benefits	\$ _____	\$ 537
c. Total	\$ _____	\$ 8,304

14. Number of Positions Being Requested 1

15. Prepared By: Christina Crist

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: **United Christian Center**

2. Title VI Project Name:

3. Position Title: **Driver**

4. Date Submitted: **9-16-80**

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ 600.00
a. Base Salary	\$ _____	\$ 600.00
b. Additional Holiday Pay	\$ _____	\$ _____
c. Additional Shift Differential Pay	\$ _____	\$ _____
8. Overtime Pay	\$ _____	\$ _____
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security..... <u>6.13</u> %	\$ _____	\$ 36.78
b. Medical Insurance	\$ _____	\$ _____
c. Dental Plan	\$ _____	\$ _____
d. Uniform Allowance	\$ _____	\$ _____
e. Workers' Compensation	\$ _____	\$ _____
Rate X Experience Rating X (Salary ÷ 100)		
_____ X <u>.1</u> X <u>\$6.00</u> =	\$ _____	\$ 6.00
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ _____
g. Other (specify)		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
10. Total Fringe Benefits Cost	\$ _____	\$ 42.78
11. Total Position Cost	\$ _____	\$ 642.78

12. Anticipated Salary Increases

 a. Cost of Living

5 % Effective Date _____ \$ _____ \$ **30.00**
 _____ % Effective Date _____ \$ _____ \$ _____

 b. Step Increases

 _____ % Effective Date _____ \$ _____ \$ _____
 _____ % Effective Date _____ \$ _____ \$ _____

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

 a. Wages \$ _____ \$ **7,470**
 b. Fringe Benefits \$ _____ \$ **537**
 c. Total \$ _____ \$ **8,007**

14. Number of Positions Being Requested 1

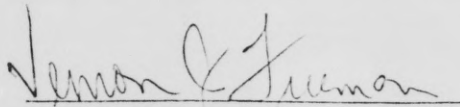
15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.



Authorized Signature

Vernon J. Freeman
Executive Director

OCT 20 1980

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 80-334

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee University of California, Davis
--	---

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The University of California, Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: University of California, Davis	NOV 10 1980
MAILING ADDRESS	: 312 Mrak Hall	PETER McNAMEE, Clerk By <i>Peter McNamée</i> DEPUTY
CITY & STATE	: Davis, CA 95616	PHONE : 752-7300
PROGRAM DIRECTOR	: Emily Mast	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80
The term of the SUBGRANT shall end on 9-30-81
The total amount of the SUBGRANT is \$162,192.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature <i>Allen Grant</i>	By Signature <i>Arthur H. Edmonds</i> ARTHUR H. EDMONDS Name and Title <u>FCR</u> Date <u>OCT 8 1980</u> Twyla J. Thompson, Chairman Board of Supervisors
Name and Title	Date

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the University of California, Davis
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The University of California, Davis is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Operating Budget
- (i) Prime Sponsor Significant Segment Goals for Public Service Employment
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$162,192.00, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
24 (c) If SUBGRANTEE maintains a pattern of discrimination.
25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-334.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Allen Shaw
(Signature of Authorized Officer)

19

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Allen Shaw

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
 - l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

Allen G. Green
(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND

Mesa de Supervisores, Condado de Yolo

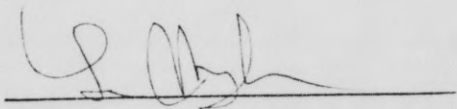
Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

A handwritten signature in dark ink, appearing to be "L. P. [unclear]", is written over a horizontal line.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-17-80

Subgrantee Name and Address:

Contact Person: Emily Mast

U.C. Davis

Phone 752-7300

312 Mrak Hall

Period: From 10-1-80 To 9-30-81

Davis, CA 95616

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						13,328			13,328
NOV.						13,328			13,328
DEC.						13,328			13,328
JAN.						13,328			13,328
FEB.						13,328			13,328
MAR.						13,328			13,328
APR.						13,328			13,328
MAY						13,328			13,328
JUNE						13,328			13,328
JULY						13,328			13,328
AUG.						14,080			14,080
SEPT.						14,080			14,080
TOTAL						162,192			162,192

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			11,808	1,520			13,328
NOV.			11,808	1,520			13,328
DEC.			11,808	1,520			13,328
JAN.			11,808	1,520			13,328
FEB.			11,808	1,520			13,328
MAR.			11,808	1,520			13,328
APR.			11,808	1,520			13,328
MAY			11,808	1,520			13,328
JUNE			11,808	1,520			13,328
JULY			11,808	1,520			13,328
AUG.			12,512	1,568			14,080
SEPT.			12,512	1,568			14,080
TOTAL			143,808	18,384			162,192

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official
Allen S. Mast
Signature

James H. Thorne
Fiscal Officer
Laurie L. Thorne
CETA Director
9-24-80
Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: U. C. Davis

2. Title VI Project Name:

3. Position Title: Assistant II

4. Date Submitted: 9-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ <u>738.00</u>
a. Base Salary	\$ _____	\$ <u>738.00</u>
b. Additional Holiday Pay	\$ _____	\$ <u>-</u>
c. Additional Shifty Differential Pay	\$ _____	\$ <u>-</u>
8. Overtime Pay	\$ _____	\$ <u>-</u>
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security.....%	\$ _____	\$ <u>-</u>
b. Medical Insurance	\$ _____	\$ <u>39.00</u>
c. Dental Plan	\$ _____	\$ <u>-</u>
d. Uniform Allowance	\$ _____	\$ <u>-</u>
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X .0105 X \$7.38 = _____	\$ _____	\$ <u>7.75</u>
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ <u>-</u>
g. Other (specify)		
Life Insurance @ 10%		\$ <u>.74</u>
Non-Industrial Disability @ .29%	\$ _____	\$ <u>2.15</u>
Accrued Vacation @ 6.16%	\$ _____	\$ <u>45.47</u>
10. Total Fringe Benefits Cost	\$ _____	\$ <u>95.11</u>
11. Total Position Cost	\$ _____	\$ <u>833.11</u>

12. Anticipated Salary Increases

a. Cost of Living

_____ 6 % Effective Date 7-1-81 \$ _____ \$ 44.28

_____ % Effective Date _____ \$ _____ \$ _____

b. Step Increases

_____ % Effective Date _____ \$ _____ \$ _____

_____ % Effective Date _____ \$ _____ \$ _____

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages \$ _____ \$ 143,808

b. Fringe Benefits \$ _____ \$ 18,384

c. Total \$ _____ \$ 162,192

14. Number of Positions Being Requested 16

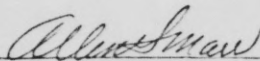
15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.



Authorized Signature

Date

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 80-335

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Winters Fire Protection Dist.

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Winters Fire Protection Dist.

hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Winters Fire Protection District

OCT 27 1980

MAILING ADDRESS : 10 Abbey St.

PETER McNAMES, Clerk
By *Peter McNames*

CITY & STATE : Winters, CA 95694

PHONE : 795-4131

PROGRAM DIRECTOR : Captain Kidder

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$8,400.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Name and Title

Date

Date

David A. Kidder
DAVID A. KIDDER
Captain
Winters Fire Dist.

10/27/80

Arthur H. Edmonds
ARTHUR H. EDMONDS
FCR
Twyla J. Thompson, Chairman
Board of Supervisors

OCT 27 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Winters Fire Protection Dist.
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Winters Fire Protection District is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Operating Budget
22 (i) Prime Sponsor Significant Segment Goals for Public Service Employment
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$8,400.00, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

- 1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2), If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

1 any Agreement pursuant hereto shall obligate the Federal Government to
2 enter into any Agreement with SUBGRANTEE or any other entity for Federal
3 financial assistance in connection with this Agreement; or for the
4 planning or undertaking of any work element not included in this
5 Agreement. Any such agreement will be entered into at the sole discre-
6 tion of the Federal Government.

7 31. Fidelity Bond

8 Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME
9 SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying
10 to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds
11 received from PRIME SPONSOR for disbursement under this Agreement are
12 covered by a fidelity bond in an amount and manner consistent with the
13 coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
14 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR.
15 In that event the PRIME SPONSOR shall not make any further disbursements
16 to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has
17 been reinstated, or equivalent coverage has been obtained.

18 32. Insurance

19 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE
20 shall maintain in full force and effect a policy of public liability
21 insurance with minimum coverage in an amount satisfactory to PRIME
22 SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME
23 SPONSOR to be named as an additional insured on said policy and shall
24 obtain a waiver of the insurer's right to subrogation against PRIME
25 SPONSOR.

26 (b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE
27 shall comply fully with the terms of the law of California concerning
28 Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-335.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Arthur W. Edwards

ARTHUR W. EDWARDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Winters Fire Dist

(Legal Name of SUBGRANTEE)

D. D. g. Hobbs

(Signature of Authorized Officer)

10/22 1980
(Date)

Captain W.F.D.

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Winters Fire Dist

Name of Subgrantee

D. G. Kibler

Authorized Signature

10/22/80

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- 1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
 - 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 - 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Winters, Gene Ditt
(Legal Name of SUBGRANTEE)

10/22 1980
(Date)

[Signature]
(Signature of Authorized Officer)

Captain W.F.D.
(Title of Authorized Officer)

EXHIBIT A

ETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV 574-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por este plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

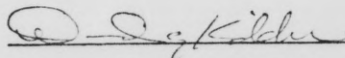
Fecha: _____

I. COMPLIANCE STATEMENT

I, DAVID E. KIDDER, AM RESPONSIBLE FOR

NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.


SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-17-80

Subgrantee Name and Address:

Contact Person: Captain Kidder

Winters Fire Protection Dist.

Phone 795-4131

10 Abbey St.

Period: From 10-1-80 To 9-30-81

Winters, CA 95694

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						673			673
NOV.						673			673
DEC.						673			673
JAN.						673			673
FEB.						673			673
MAR.						673			673
APR.						727			727
MAY						727			727
JUNE						727			727
JULY						727			727
AUG.						727			727
SEPT.						727			727
TOTAL						8,400			8,400

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORK SITE SUPV.	
OCT.			634	39				673
NOV.			634	39				673
DEC.			634	39				673
JAN.			634	39				673
FEB.			634	39				673
MAR.			634	39				673
APR.			685	42				727
MAY			685	42				727
JUNE			685	42				727
JULY			685	42				727
AUG.			685	42				727
SEPT.			685	42				727
TOTAL			7,914	486				8,400

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

David A. Kidder Captain
Name and Title of Authorized Official
[Signature]
Signature

[Signature] Fiscal Officer
[Signature] CETA Director
9-24-80 Date
9-30-80 Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Winters Fire Protection District

2. Title VI Project Name:

3. Position Title: Typist Clerk/Dispatcher Trainee

4. Date Submitted: 9-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$	\$ 634.00
a. Base Salary	\$	\$ 634.00
b. Additional Holiday Pay	\$	\$ -
c. Additional Shifly Differential Pay	\$	\$ -
8. Overtime Pay	\$	\$ -
9. Fringe Benefits	\$	\$
a. Social Security..... 6.13 %	\$	\$ 38.86
b. Medical Insurance	\$	\$ -
c. Dental Plan	\$	\$ -
d. Uniform Allowance	\$	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X _____ X _____ =	\$	\$ -
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$ -
g. Other (specify)		
_____	\$	\$ -
_____	\$	\$ -
10. Total Fringe Benefits Cost	\$	\$ 38.86
11. Total Position Cost	\$	\$ 672.86

12. Anticipated Salary Increases

a. Cost of Living

_____ 8 % Effective Date 4-1-81	\$	\$ 50.72
_____ % Effective Date _____	\$	\$

b. Step Increases

_____ % Effective Date _____	\$	\$
_____ % Effective Date _____	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$	\$ 7,914
b. Fringe Benefits	\$	\$ 486
c. Total	\$	\$ 8,400

14. Number of Positions Being Requested 1

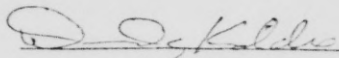
15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

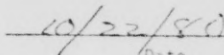
The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.



Authorized Signature



Date

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 80-336

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Winters Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Winters Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Winters Joint Unified School District

DEC 2 1980

MAILING ADDRESS : 47 Main Street

PETER McNAMEE, Clerk
By Peter McNamee
CLERK

CITY & STATE : Winters, CA 95691

PHONE : 795-4588

PROGRAM DIRECTOR : JOHN R. GRAF, District Superintendent

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$28,026.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

John R. Graf

Name and Title

JOHN R. GRAF
District Superintendent

Date
11-18-80

By Signature

Arthur H. Edwards

Name and Title

Twyla J. Thompson, Chairman
Board of Supervisors

FOR

Date
OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Winters Joint Unified School District
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

5 2. The Winters Joint Unified School District is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

13 (a) This SUBGRANT.

14 (b) Signature Sheet.

15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679

17 (d) Code of Federal Regulations - 41 CFR Part 29-70

18 (e) Code of Federal Regulations - 5 CFR Part 900

19 (f) CFR Assurances and Certifications

20 (g) Exhibit A - CETA Affirmative Action Plan

21 (h) Operating Budget

22 (i) Prime Sponsor Significant Segment Goals for Public Service Employment

23 (j)

24 (k)

25 (l)

26 (m)

27 (n)

28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 18,684.00,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. _____.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

WINTERS JOINT UNIFIED SCHOOL DISTRICT

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

NOVEMBER 18

19 80

JOHN R. GRAF, DISTRICT SUPERINTENDENT

(Date)

(Title of Authorized Officer)

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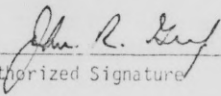
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

WINTERS JOINT UNIFIED SCHOOL DISTRICT

Name of Subgrantee


Authorized Signature

NOVEMBER 18, 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
 - l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
- a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

ZETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluyen:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND

Mesa de Supervisores, Condado de Yolo

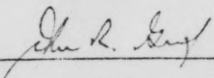
Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, JOHN R. GRAF, DISTRICT SUPERINTENDENT, AM RESPONSIBLE FOR
THE WINTERS JOINT UNIFIED SCHOOL DIST Affirmative Action Plan,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.



SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-17-80

Subgrantee Name and Address:

Contact Person: JOHN D. GRAF

Winters Joint Unified School District

Phone 795-4588

47 Main Street

Period: From 10-1-80 To 9-30-81

Winters, CA 95694

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,247			2,247
NOV.						2,247			2,247
DEC.						2,247			2,247
JAN.						2,247			2,247
FEB.						2,247			2,247
MAR.						2,247			2,247
APR.						2,424			2,424
MAY						2,424			2,424
JUNE						2,424			2,424
JULY						2,424			2,424
AUG.						2,424			2,424
SEPT.						2,424			2,424
TOTAL						28,026			28,026

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORK SITE SUPV.	
OCT.			2,043	204				2,247
NOV.			2,043	204				2,247
DEC.			2,043	204				2,247
JAN.			2,043	204				2,247
FEB.			2,043	204				2,247
MAR.			2,043	204				2,247
APR.			2,208	216				2,424
MAY			2,208	216				2,424
JUNE			2,208	216				2,424
JULY			2,208	216				2,424
AUG.			2,208	216				2,424
SEPT.			2,208	216				2,424
TOTAL			25,506	2,520				28,026

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

JOHN D. GRAF, DISTRICT SUPERINTENDENT

Name and Title of Authorized Official

Signature

Shanna Hines
Fiscal Officer

9-30-80
Date

Samuel L. Martin Jr.
CETA Director

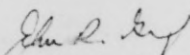
9-30-80
Date

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.


JOHN R. GRAF, DISTRICT SUPERINTENDENT

Authorized Signature

NOVEMBER 18, 1980

Date

INDIVIDUAL BUDGET

1. Name of Agency: Winters Joint Unified School District

2. Title VI Project Name:

3. Position Title: Secretary

4. Date Submitted: 9-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary per month	\$	\$ 681.00
a. Base Salary	\$	\$ 681.00
b. Additional Holiday Pay	\$	\$ -0-
c. Additional Shift Differential Pay	\$	\$ -0-
8. Overtime Pay	\$	\$ -0-
9. Fringe Benefits		
a. Social Security 6.13 %.....	\$	\$ 41.75
b. Medical Insurance	\$	\$ 7.31
c. Dental Plan	\$	\$ 1.66
d. Uniform Allowance	\$	\$ -0-
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X _____ X _____ =	\$	\$ -0-
f. Mileage		
_____ miles @ _____ per mile	\$	\$ -0-
g. Other (specify)		
_____	\$	\$ -0-
Annuity _____	\$	\$ 17.68
10. Total Fringe Benefits Cost	\$	\$ 68.40
11. Total Position Cost	\$	\$ 749.40
12. Anticipated Salary Increases		
a. Cost of Living		
_____ % Effective Date 4-1-81	\$	\$ 54.48
_____ % Effective Date _____	\$	\$
b. Step Increases		
_____ % Effective Date _____	\$	\$
_____ % Effective Date _____	\$	\$
13. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1981)		
a. Wages	\$	\$ 8,502
b. Fringe Benefits	\$	\$ 840
c. Total	\$	\$ 9,342
14. Number of Positions being requested _____ 2		
15. Prepared by: Christina Crist		

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Winters Joint Unified School District

2. Title VI Project Name:

3. Position Title: Gardener/Custodian

4. Date Submitted: 9-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$	\$ 681.00
a. Base Salary	\$	\$ 681.00
b. Additional Holiday Pay	\$	\$ --
c. Additional Shifty Differential Pay	\$	\$ --
8. Overtime Pay	\$	\$ --
9. Fringe Benefits	\$	\$ --
a. Social Security.....6.13% %	\$	\$ 41.75
b. Medical Insurance	\$	\$ 7.31
c. Dental Plan	\$	\$ 1.66
d. Uniform Allowance	\$	\$ --
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
____ X _____ X _____ =	\$	\$ --
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$ --
g. Other (specify)		
Annuity	\$	\$ 17.68
	\$	\$
10. Total Fringe Benefits Cost	\$	\$ 68.40
11. Total Position Cost	\$	\$ 749.40

12. Anticipated Salary Increases

a. Cost of Living

 8 % Effective Date 4-1-81 \$ 54.48

b. Step Increases

 % Effective Date \$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages \$ 17,004

b. Fringe Benefits \$ 1,680

c. Total \$ 18,684

14. Number of Positions Being Requested 2

15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 80-337

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Yolo County Housing Authority

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Yolo County Housing Authority, hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	:	Yolo County Housing Authority	OCT 27 1980
MAILING ADDRESS	:	P.O. Box 57	PETER MCNAMEE, Clerk By <u>Pete Thompson</u> DEPUTY
CITY & STATE	:	Woodland, CA 95695	PHONE : 622-5428
PROGRAM DIRECTOR	:	Ross Parker	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

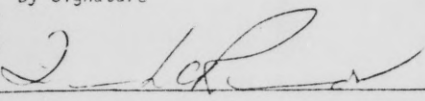
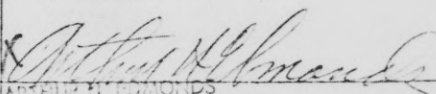
The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$17,361.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature 	By Signature 
Name and Title FRANK C. RAMOS COMMISSIONER CHAIRMAN YOLO COUNTY HOUSING AUTHORITY	Name and Title ARTHUR W. EDMONDS FOR Twyla J. Thompson, Chairman Board of Supervisors
Date OCT. 10 1980	Date OCT 8 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Yolo County Housing Authority
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunitites for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 675.83, 675.84, and
3 675.85;

4 (f) Making maximum efforts to achieve the provision of the plan.

5 2. The Yolo County Housing Authority is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

13 (a) This SUBGRANT.

14 (b) Signature Sheet.

15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679

17 (d) Code of Federal Regulations - 41 CFR Part 29-70

18 (e) Code of Federal Regulations - 5 CFR Part 900

19 (f) CFR Assurances and Certifications

20 (g) Exhibit A - CETA Affirmative Action Plan

21 (h) Operating Budget

22 (i) Prime Sponsor Significant Segment Goals for Public Service Employment

23 (j)

24 (k)

25 (l)

26 (m)

27 (n)

28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$17,361.00, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.
(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

- 1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all otherpertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clean Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-337.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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19 ////

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COUNTY OF YOLO, PRIME SPONSOR

X Arthur H. Edmonds
ARTHUR H. EDMONDIS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

YOLO COUNTY HOUSING AUTHORITY

(Legal Name of SUBGRANTEE)

Frank C. Ramos
FRANK C. RAMOS
(Signature of Authorized Officer)

OCT. 10 1980

19

COMMISSIONER CHAIRMAN

(Date)

(Title of Authorized Officer)

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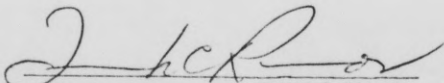
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO COUNTY HOUSING AUTHORITY

Name of Subgrantee

A handwritten signature in dark ink, appearing to read 'Frank C. Ramos', is written over a horizontal line.

Authorized Signature **FRANK C. RAMOS**
COMMISSIONER CHAIRMAN

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

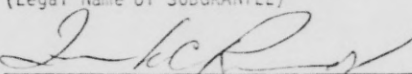
- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

YOLO COUNTY HOUSING AUTHORITY
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

OCT. 10 1980 19
(Date)

COMMISSIONER CHAIRMAN
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN



COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV 574-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

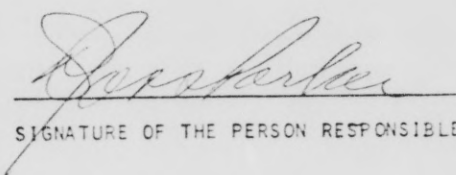
Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, D. ROSS PARKER, AM RESPONSIBLE FOR
YOLO COUNTY HOUSING AUTHORITY AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.


SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 Front Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-17-80

Subgrantee Name and Address:

Contact Person: Ross Parker

Yolo County Housing Authority

Phone 662-5428

P.O. Box 57

Period: From 10-1-80 To 9-30-81

Woodland, CA 95695

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						1390			1390
NOV.						1390			1390
DEC.						1390			1390
JAN.						1390			1390
FEB.						1390			1390
MAR.						1390			1390
APR.						1467			1467
MAY						1467			1467
JUNE						1467			1467
JULY						1540			1540
AUG.						1540			1540
SEPT.						1540			1540
TOTAL						17,361			17,361

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORK SITE SUPV.	
OCT.			1,230	160				1,390
NOV.			1,230	160				1,390
DEC.			1,230	160				1,390
JAN.			1,230	160				1,390
FEB.			1,230	160				1,390
MAR.			1,230	160				1,390
APR.			1,292	175				1,467
MAY			1,292	175				1,467
JUNE			1,292	175				1,467
JULY			1,356	184				1,540
AUG.			1,356	184				1,540
SEPT.			1,356	184				1,540
TOTAL			15,324	2,037				17,361

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

YOLO COUNTY HOUSING AUTHORITY

For CETA Approval Only:

FRANK C. DAMOS COMMISSIONER CHAIRMAN

Name and Title of Authorized Official

Signature

Sharon Thomas
Fiscal Officer
Leonard L. Chappin
CETA Director

9-24-80
Date
9-24-80
Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: **Yolo County Housing Authority**
2. Title VI Project Name:
3. Position Title: **Administrative Clerk Trainee**
4. Date Submitted: **9-17-80**

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$	\$ 615.00
a. Base Salary	\$	\$ 615.00
b. Additional Holiday Pay	\$	\$ -
c. Additional Shift Differential Pay	\$	\$ -
8. Overtime Pay	\$	\$ -
9. Fringe Benefits	\$	\$
a. Social Security..... .1226%	\$	\$ 75.40
b. Medical Insurance	\$	\$ -
c. Dental Plan	\$	\$ 10.10
d. Uniform Allowance	\$	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X .005 _____ X \$6.15 = _____	\$	\$ 3.07
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$ -
g. Other (specify)	\$	\$ -
	\$	\$ -
	\$	\$ -
10. Total Fringe Benefits Cost	\$	\$ 88.57
11. Total Position Cost	\$	\$ 703.57

12. Anticipated Salary Increases

a. Cost of Living

5 % Effective Date 7-1-81	\$	\$ 32.30
% Effective Date	\$	\$

b. Step Increases

5 % Effective Date 4-1-81	\$	\$ 30.75
% Effective Date	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$	\$ 7,662
b. Fringe Benefits	\$	\$ 1,104
c. Total	\$	\$ 8,766

14. Number of Positions Being Requested 1

15. Prepared By: Christina Crist

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County Housing Authority

2. Title VI Project Name:

3. Position Title: Account Clerk Trainee

4. Date Submitted: 09-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month \$ 615.00

a. Base Salary \$ 615.00

b. Additional Holiday Pay \$

c. Additional Shifty Differential Pay \$

8. Overtime Pay \$

9. Fringe Benefits \$

a. Social Security..... 6.13%\$ 67.70

b. Medical Insurance \$

c. Dental Plan \$

d. Uniform Allowance \$

e. Workers' Compensation

Rate X Experience Rating X (Salary + 100)

_____ X .005 X \$615 =\$ 3.07

f. Mileage

_____ miles @ _____ per mile.....\$

g. Other (specify)

_____ \$

_____ \$

10. Total Fringe Benefits Cost \$ 70.77

11. Total Position Cost \$ 685.77

12. Anticipated Salary Increases

a. Cost of Living

_____ 5 % Effective Date 07-01-81 \$ 32.30

_____ % Effective Date _____ \$

b. Step Increases

_____ 5 % Effective Date 04-01-81 \$ 30.75

_____ % Effective Date _____ \$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages \$ 7,662.00

b. Fringe Benefits \$ 933.00

c. Total \$ 8,595.00

14. Number of Positions Being Requested 1

15. Prepared By: Christina Crist

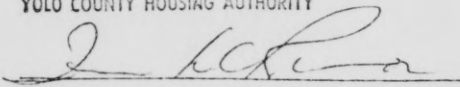
PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

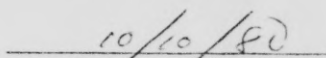
The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

YOLO COUNTY HOUSING AUTHORITY


FRANK C. RAMOS Authorized Signature
COMMISSIONER CHAIRMAN


Date

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 30-338

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Young Men's Christian Association

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Young Men's Christian Association hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM :	Young Men's Christian Association	OCT 27 1980
MAILING ADDRESS :	1300 College Street	PETER McNAMEE, CHAIR BY <i>Peter McNamee</i> SECRETARY
CITY & STATE :	Woodland, CA 95695	PHONE : 662-1086
PROGRAM DIRECTOR :	Tom Sloan	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$9,257.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature <i>Thomas D. Sloan</i>	By Signature <i>X Arthur H. Thompson</i>
Name and Title Thomas D. Sloan General Director 10/30/80	Name and Title FOR Twyla J. Thompson, Chairman Board of Supervisors OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Young Men's Christian Association
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

5 2. The Young Men's Christian Association is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

13 (a) This SUBGRANT.

14 (b) Signature Sheet.

15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679

17 (d) Code of Federal Regulations - 41 CFR Part 29-70

18 (e) Code of Federal Regulations - 5 CFR Part 900

19 (f) CFR Assurances and Certifications

20 (g) Exhibit A - CETA Affirmative Action Plan

21 (h) Operating Budget

22 (i) Prime Sponsor Significant Segment Goal for Public Service Employment

23 (j)

24 (k)

25 (l)

26 (m)

27 (n)

28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$9,257.00, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same,
27 in whole or in part, in any manner for any purpose whatsoever, and to
28

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

1 any Agreement pursuant hereto shall obligate the Federal Government to
2 enter into any Agreement with SUBGRANTEE or any other entity for Federal
3 financial assistance in connection with this Agreement; or for the
4 planning or undertaking of any work element not included in this
5 Agreement. Any such agreement will be entered into at the sole discre-
6 tion of the Federal Government.

7 31. Fidelity Bond

8 Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME
9 SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying
10 to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds
11 received from PRIME SPONSOR for disbursement under this Agreement are
12 covered by a fidelity bond in an amount and manner consistent with the
13 coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
14 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR.
15 In that event the PRIME SPONSOR shall not make any further disbursements
16 to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has
17 been reinstated, or equivalent coverage has been obtained.

18 32. Insurance

19 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE
20 shall maintain in full force and effect a policy of public liability
21 insurance with minimum coverage in an amount satisfactory to PRIME
22 SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME
23 SPONSOR to be named as an additional insured on said policy and shall
24 obtain a waiver of the insurer's right to subrogation against PRIME
25 SPONSOR.

26 (b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE
27 shall comply fully with the terms of the law of California concerning
28 Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-338.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Arthur H. Edwards

ARTHUR H. EDWARDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Yolo County Young Men's
Christian Association

(Legal Name of SUBGRANTEE)

Thomas D. Sloan

(Signature of Authorized Officer)

October 20, 1980

(Date)

General Director

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Yolo County Young Men's
Christian Association

Name of Subgrantee

Thomas D. Allen

Authorized Signature

October 20, 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- 1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
- 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County Young Men's
Christian Association
(Legal Name of SUBGRANTEE)

October 20, 1980
(Date)

Thomas D. Sloan
(Signature of Authorized Officer)

General Director
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluyen:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

1. COMPLIANCE STATEMENT

I, Thomas D. Sloan, AM RESPONSIBLE FOR
Yolo County Young Men's
Christian Association AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Thomas D. Sloan

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-19-80

Subgrantee Name and Address:

Contact Person: Tom Sloan

Young Men's Christian Association

Phone 662-1086

1300 College Street

Period: From 10-1-80 To 9-30-81

Woodland, CA 95695

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						751			751
NOV.						751			751
DEC.						751			751
JAN.						751			751
FEB.						751			751
MAR.						786			786
APR.						786			786
MAY						786			786
JUNE						786			786
JULY						786			786
AUG.						786			786
SEPT.						786			786
TOTAL						9,257			9,257

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES WORKSITE SUPV.	
OCT.			672	79			751
NOV.			672	79			751
DEC.			672	79			751
JAN.			672	79			751
FEB.			672	79			751
MAR.			704	82			786
APR.			704	82			786
MAY			704	82			786
JUNE			704	82			786
JULY			704	82			786
AUG.			704	82			786
SEPT.			704	82			786
TOTAL			8,288	969			9,257

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Thomas D. Sloan, General Director

Name and Title of Authorized Official

Thomas D. Sloan

Signature

For CETA Approval Only:

Shanna Thorne
FISCAL OFFICER
Lawrence L. Brown, Jr.
CETA Director

9-21-80
Date

9-21-80
Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Young Men's Christian Association

2. Title VI Project Name:

3. Position Title: Clerk Typist

4. Date Submitted: 9-19-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ 672.00
a. Base Salary	\$ _____	\$ 672.00
b. Additional Holiday Pay	\$ _____	\$ _____
c. Additional Shifly Differential Pay	\$ _____	\$ _____
8. Overtime Pay	\$ _____	\$ _____
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security..... 6.13 %	\$ _____	\$ 41.20
b. Medical Insurance	\$ _____	\$ 24.00
c. Dental Plan	\$ _____	\$ _____
d. Uniform Allowance	\$ _____	\$ _____
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X _____ X \$6.72 =	\$ _____	\$ 10.08
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ _____
g. Other (specify)		
_____	\$ _____	\$ _____
Life Insurance	\$ _____	\$ 4.00
10. Total Fringe Benefits Cost	\$ _____	\$ 79.28
11. Total Position Cost	\$ _____	\$ 751.28

12. Anticipated Salary Increases

 a. Cost of Living

 5 % Effective Date 3-1-81 \$ _____ \$ 33.50

 % Effective Date _____ \$ _____

 b. Step Increases

 % Effective Date _____ \$ _____

 % Effective Date _____ \$ _____

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

 a. Wages \$ _____ \$ 8,288

 b. Fringe Benefits \$ _____ \$ 969

 c. Total \$ _____ \$ 9,257

14. Number of Positions Being Requested 1

15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Thomas D. Allen

Authorized Signature

October 20, 1980

Date

RECEIVED OCT 31 1980

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. 80-889

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Davis Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Davis Joint Unified School District hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Davis Joint Unified School District

NOV 3 1980

MAILING ADDRESS : 526 B Street

By *Robert L. Trigg*
DEPUTY

CITY & STATE : Davis, CA 95616

PHONE : 756-0464

PROGRAM DIRECTOR : Leo Masson

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$19,506.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Robert L. Trigg
District Superintendent

10-23-80

Twyla J. Thompson, Chairman
Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Davis Joint Unified School District
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Davis Joint Unified School District is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Prime Sponsor Significant Segment Goals for Public Services Employment
22 (i) Operating Budget
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$19,506.00,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.

8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.

14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.

19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.

23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clean Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

1 any Agreement pursuant hereto shall obligate the Federal Government to
2 enter into any Agreement with SUBGRANTEE or any other entity for Federal
3 financial assistance in connection with this Agreement; or for the
4 planning or undertaking of any work element not included in this
5 Agreement. Any such agreement will be entered into at the sole discre-
6 tion of the Federal Government.

7 31. Fidelity Bond

8 Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME
9 SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying
10 to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds
11 received from PRIME SPONSOR for disbursement under this Agreement are
12 covered by a fidelity bond in an amount and manner consistent with the
13 coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
14 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR.
15 In that event the PRIME SPONSOR shall not make any further disbursements
16 to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has
17 been reinstated, or equivalent coverage has been obtained.

18 32. Insurance

19 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE
20 shall maintain in full force and effect a policy of public liability
21 insurance with minimum coverage in an amount satisfactory to PRIME
22 SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME
23 SPONSOR to be named as an additional insured on said policy and shall
24 obtain a waiver of the insurer's right to subrogation against PRIME
25 SPONSOR.

26 (b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE
27 shall comply fully with the terms of the law of California concerning
28 Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-339.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

x Arthur H. Edmonds
ARTHUR H. EDMONDS
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Davis Joint Unified School District

(Legal Name of SUBGRANTEE)

Robert L. Jagg
(Signature of Authorized Officer)

October 23

19 80

District Superintendent

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Davis Joint Unified School District *et*
Name of Subgrantee

Robert L. Jagg
Authorized Signature

October 23, 1980
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Davis Joint Unified School District
(Legal Name of SUBGRANTEE)

October 23 19 80
(Date)

40

Robert L. Lugin
(Signature of Authorized Officer)

District Superintendent
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, Robert L. Trigg, AM RESPONSIBLE FOR
Davis Joint Unified School District AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Robert L. Trigg

SIGNATURE OF THE PERSON RESPONSIBLE

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

Davis Joint Unified School District

Contact Person: Leo Masson

Phone 756-0464

526 "B" Street

Period: From 10-1-80 To 9-30-81

Davis, CA 95616

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						1,624			1,624
NOV.						1,624			1,624
DEC.						1,624			1,624
JAN.						1,624			1,624
FEB.						1,624			1,624
MAR.						1,624			1,624
APR.						1,624			1,624
MAY						1,624			1,624
JUNE						1,624			1,624
JULY						1,630			1,630
AUG.						1,630			1,630
SEPT.						1,630			1,630
TOTAL						19,506			19,506

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUP.	
OCT.			1,398	226				1,624
NOV.			1,398	226				1,624
DEC.			1,398	226				1,624
JAN.			1,398	226				1,624
FEB.			1,398	226				1,624
MAR.			1,398	226				1,624
APR.			1,398	226				1,624
MAY			1,398	226				1,624
JUNE			1,398	226				1,624
JULY			1,404	226				1,630
AUG.			1,404	226				1,630
SEPT.			1,404	226				1,630
TOTAL			16,794	2,712				19,506

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Robert L. Trigg

District Superintendent

Name and Title of Authorizing Official

Signature

For CETA Approval Only:

Harold Thomas

Fiscal Officer

Lawrence L. [Signature]

CETA Director

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Davis Joint Unified School District

2. Title VI Project Name:

3. Position Title: Delivery Person Trainee

4. Date Submitted: 9-16-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ 699.00	\$ 699.00
a. Base Salary	\$ 699.00	\$ 699.00
b. Additional Holiday Pay	\$	\$ -
c. Additional Shifly Differential Pay	\$	\$ -
8. Overtime Pay	\$	\$ -
9. Fringe Benefits	\$	\$
a. Social Security.....%	\$	\$ -
b. Medical Insurance	\$ 90.28	\$ 90.28
c. Dental Plan	\$ 13.89	\$ 13.89
d. Uniform Allowance	\$	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
X 1.21 X \$6.99 =	\$ 8.46	\$ 8.46
f. Mileage		
miles @ per mile.....\$		\$ -
g. Other (specify)	\$	\$ -
	\$	\$ -
10. Total Fringe Benefits Cost	\$ 112.63	\$ 112.63
11. Total Position Cost	\$ 811.63	\$ 811.63

12. Anticipated Salary Increases

a. Cost of Living

8 % Effective Date 7-1-81 \$ 55.92 \$ 3.00

b. Step Increases

% Effective Date \$ \$

% Effective Date \$ \$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages \$ 17,112.00 \$ 16,794.00

b. Fringe Benefits \$ 2,718.00 \$ 2,712.00

c. Total \$ 19,830.00 \$ 19,506.00

14. Number of Positions Being Requested 2

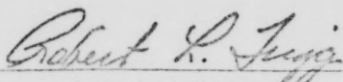
15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.


Authorized Signature

October 23, 1980

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. **80-340**

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee East Yolo Community Services District
--	---

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and East Yolo Community Services District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	:	East Yolo Community Services District		
MAILING ADDRESS	:	P.O. Box 802		
CITY & STATE	:	West Sacramento, CA 95691	PHONE :	371-5132
PROGRAM DIRECTOR	:			

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

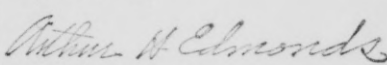
The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$22,272.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature	By Signature 
Name and Title	Name and Title
Date	Date
	FOR Twyla J. Thompson, Chairman Board of Supervisors
	OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT
COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the East Yolo Community Services District
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The East Yolo Community Services District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Prime Sponsor Significant Segment Goals for Public Services Employment
- (i) Operating Budget
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$22,272.00, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

- 4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.
- 6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.
- 15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. _____.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE) _____ (Date) _____ 19 _____

(Signature of Authorized Officer) _____

(Title of Authorized Officer) _____

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV 574-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por este plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

Contact Person: _____

East Yolo Community Services District

Phone 371-5132

P.O. Box 802

Period: From 10-1-80 To 9-30-81

West Sacramento, CA 95691

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						1,856			1,856
NOV.						1,856			1,856
DEC.						1,856			1,856
JAN.						1,856			1,856
FEB.						1,856			1,856
MAR.						1,856			1,856
APR.						1,856			1,856
MAY						1,856			1,856
JUNE						1,856			1,856
JULY						1,856			1,856
AUG.						1,856			1,856
SEPT.						1,856			1,856
TOTAL						22,272			22,272

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			1,434	422				1,856
NOV.			1,434	422				1,856
DEC.			1,434	422				1,856
JAN.			1,434	422				1,856
FEB.			1,434	422				1,856
MAR.			1,434	422				1,856
APR.			1,434	422				1,856
MAY			1,434	422				1,856
JUNE			1,434	422				1,856
JULY			1,434	422				1,856
AUG.			1,434	422				1,856
SEPT.			1,434	422				1,856
TOTAL			17,208	5,064				22,272

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official _____

Signature _____

Hanna H. Hines
Fiscal Officer
Lawrence L. Johnson Jr.
CETA Director

9-24-80
Date

9-24-80
Date

YOLCO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: East Yolo Community Services District
2. Title VI Project Name:
3. Position Title: Pump System Maintenance Trainee or Assistant Wastewater Worker
4. Date Submitted: 9-16-80 5. Actual Costs 6. Federal Costs

7. Total Salary Per Month	\$ 806.00	\$ 717.00
a. Base Salary	\$ 806.00	\$ 717.00
b. Additional Holiday Pay	\$ -	\$ -
c. Additional Shift Differential Pay	\$ -	\$ -
8. Overtime Pay	\$ -	\$ -
9. Fringe Benefits	\$	\$
a. Social Security.....%	\$ -	\$ -
b. Medical Insurance	\$ 133.94	\$ 133.94
c. Dental Plan	\$	\$ -
d. Uniform Allowance	\$ 22.58	\$ 22.58
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X 4.37 X \$7.17 =	\$ 35.23	\$ 31.34
f. Mileage		
_____ miles @ _____ per mile	\$	\$ -
g. Other (specify)	\$	\$ -
Life Insurance	\$ 6.92	\$ 6.92
10. Total Fringe Benefits Cost	\$ 198.67	\$ 194.78
11. Total Position Cost	\$ 1,004.67	\$ 911.78

12. Anticipated Salary Increases		
a. Cost of Living		
8 % Effective Date 1-1-81	\$ 64.48	\$
% Effective Date	\$	\$
b. Step Increases		
% Effective Date	\$	\$
% Effective Date	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$10,257.00	\$ 8,604
b. Fringe Benefits	\$2,410.00	\$ 2,340
c. Total	\$12,667.00	\$ 10,944

14. Number of Positions Being Requested 1

15. Prepared By: Christina Crist

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: East Yolo Community Services District

2. Title VI Project Name:

3. Position Title: Assistant Groundsworker

4. Date Submitted: 9-16-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ 806.00	\$ 717.00
a. Base Salary	\$ 806.00	\$ 717.00
b. Additional Holiday Pay	\$ -	\$ -
c. Additional Shifty Differential Pay	\$ -	\$ -
8. Overtime Pay	\$ -	\$ -
9. Fringe Benefits	\$	\$
a. Social Security.....%	\$	\$ -
b. Medical Insurance	\$ 133.94	\$ 133.94
c. Dental Plan	\$	\$ -
d. Uniform Allowance	\$ 22.58	\$ 22.58
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X 8.68 X \$7.17 =	\$ 69.97	\$ 62.24
f. Mileage		\$ -
_____ miles @ _____ per mile	\$	\$
g. Other (specify)	\$	\$ -
Life Insurance	\$ 7.66	\$ 7.66
10. Total Fringe Benefits Cost	\$ 234.15	\$ 226.42
11. Total Position Cost	\$ 1,040.15	\$ 943.42

12. Anticipated Salary Increases

a. Cost of Living

8 % Effective Date 1-1-81	\$ 64.48	\$
% Effective Date	\$	\$

b. Step Increases

% Effective Date	\$	\$
% Effective Date	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$10,257.00	\$ 8,604
b. Fringe Benefits	\$ 2,852.00	\$ 2,724
c. Total	\$13,109.00	\$ 11,328

14. Number of Positions Being Requested 1

15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. 80-341

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
New Franklin Society

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and New Franklin Society hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : New Franklin Society

NOV 3 1980

MAILING ADDRESS : c/o Poulos 523 G Street

PETER MCNAMEE, Clerk
By Ruth Thompson
DEPUTY

CITY & STATE : Davis, CA 95616

PHONE : 753-2507

PROGRAM DIRECTOR : Mary Major

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$9,330.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Jane C Deamer
Acting Secretary

11/31/80

ARTHUR H. EDWARDS

Name and Title FOR

Date

Twyla J. Thompson, Chairmen
Board of Supervisors

Nov 3 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the New Franklin Society
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The New Franklin Society is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Operating Budget
- (i) Prime Sponsor Significant Segment Goals for Public Service Employment
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$9,330.00, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

- 1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clean Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. _____.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur W. Edwards
ARTIST BY ELMER 1980
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

New Franklin Society
(Legal Name of SUBGRANTEE)

Jane C. Drames
(Signature of Authorized Officer)

Oct 31 19 *80*
(Date)

County Secretary
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

New Franklin Society
Name of Subgrantee

Jane C. Eames
Authorized Signature

10/31/80
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- 1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 - 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

New Franklin Society
(Legal Name of SUBGRANTEE)

10-31 19 81
(Date)

James C. Doan
(Signature of Authorized Officer)

Deputy Secretary
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV 574-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, Jane Deane, AM RESPONSIBLE FOR
New Franklin Society AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Jane C. Deane
SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-16-80

Subgrantee Name and Address:

New Franklin Society

Contact Person: Mary Major

Phone 753-2507

c/o Poulos 523 "G" Street

Period: From 10-1-80 To 9-30-81

Davis, CA 95616

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						767			767
NOV.						767			767
DEC.						767			767
JAN.						767			767
FEB.						767			767
MAR.						767			767
APR.						788			788
MAY						788			788
JUNE						788			788
JULY						788			788
AUG.						788			788
SEPT.						788			788
TOTAL						9,330			9,330

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WUB SITE SUPV.	
OCT.			681	86				767
NOV.			681	86				767
DEC.			681	86				767
JAN.			681	86				767
FEB.			681	86				767
MAR.			681	86				767
APR.			702	86				788
MAY			702	86				788
JUNE			702	86				788
JULY			702	86				788
AUG.			702	86				788
SEPT.			702	86				788
TOTAL			8,298	1,032				9,330

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Jane Deamer, Acting Secretary
Name and Title of Authorized Official
Jane Deamer 10/31/80
Signature

Marina Torres
Fiscal Officer
Leonard J. Miller
CETA Director

9-24-80
Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: **New Franklin Society**
2. Title VI Project Name:
3. Position Title: **Administrative Assistant**
4. Date Submitted: **9-16-80**

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ 681.00
a. Base Salary	\$ _____	\$ 681.00
b. Additional Holiday Pay	\$ _____	\$ -
c. Additional Shift Differential Pay	\$ _____	\$ -
8. Overtime Pay	\$ _____	\$ -
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security.....%	\$ _____	\$ -
b. Medical Insurance	\$ _____	\$ 42.77
c. Dental Plan	\$ _____	\$ -
d. Uniform Allowance	\$ _____	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X _____ X ^{\$100/year} minimum =	\$ _____	\$ 8.34
f. Mileage		
175 miles @ 20¢ per mile.....	\$ _____	\$ 35.00
g. Other (specify)	\$ _____	\$ -
	\$ _____	\$ -
10. Total Fringe Benefits Cost	\$ _____	\$ 86.11
11. Total Position Cost	\$ _____	\$ 767.11
12. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date 4-1-80	\$ 34.05	\$ 21.00
_____ % Effective Date _____	\$ _____	\$ _____
b. Step Increases		
_____ % Effective Date _____	\$ _____	\$ _____
_____ % Effective Date _____	\$ _____	\$ _____
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ 8,376.00	\$ 8,298.00
b. Fringe Benefits	\$ 1,032.00	\$ 1,032.00
c. Total	\$ 9,408.00	\$ 9,330.00
14. Number of Positions Being Requested 1		
15. Prepared By: Christina Crist		

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Jane C. Doan
Authorized Signature

10/21/80
Date